

# REQUEST FOR QUALIFICATIONS



FOR

**Stormwater Program Management Services**

Solicitation No.: 20008-A22-04

RELEASE DATE: MARCH 18, 2022

**RFQ OPENING DATE: APRIL 14, 2022, at 1:00 PM**

CITY OF BATON ROUGE | PARISH OF EAST BATON ROUGE  
OFFICE OF THE MAYOR-PRESIDENT  
DIVISION OF PURCHASING

MARCH 2022

## **KEY REMINDERS TO PROSPECTIVE PROPOSERS**

- Read the solicitation in its entirety.
- Contact the designated purchasing official only.
- Take advantage of the question and answer period.
- Provide complete answers and descriptions.
- Review the RFQ and your proposal before submitting.
- Submit your proposal on time, before the deadline.
- Sign (by authorized signatory) in designated place on Attachment B Proposal Form.
- Retain the complete set of specifications and contract documents for your files.

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**City of Baton Rouge, Parish of East Baton Rouge, Louisiana**  
**Request for Proposal No. XXXXX-XXX-XX**  
**Stormwater Program Management Services**  
**March 18, 2022**

**1. Purpose**

The purpose of this Request for Qualifications (RFQ) is to obtain qualifications as allowed by City-Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested in providing program management services for the Department of Environmental Services' new Stormwater Division.

**2. General Instructions**

Proposers shall submit proposals to the Purchasing Division, directed to the following:

Attention: Director of Purchasing  
P.O. Box 1471  
Baton Rouge, LA 70821

Proposers shall submit proposals no later than **April 14, 2022, by 1:00 PM**. Proposals may also be delivered by hand to our physical address at the following location:

Purchasing Division  
222 Saint Louis Street  
8<sup>th</sup> Floor, Rm. 826  
Baton Rouge, LA 70802

Proposers shall submit proposals between the hours of 8:00 AM and 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday, which then may be delivered by hand on the following business day, not later than **April 14, 2022, by 1:00 PM**, local time. Proposals submitted for consideration shall consist of the following:

- Proposers shall submit one (1) **signed** hardcopy of the original proposal (signed on Attachment B Proposal Form) in a sealed envelope, marked [**Original**] **Stormwater Program Management Services**. Additionally, proposers should submit five (5) additional hardcopies of the signed proposal in a sealed envelope, marked [**Copy**] **Stormwater Program Management Services**, one (1) digitally signed proposal on CD/DVD/USB drive in PDF format, marked **Stormwater Program Management Services**, and one (1) redacted copy of the proposal, if applicable.
- A Title Page, Table of Contents, signed Letter of Transmittal, and Proposal Contents as outlined and requested within Section 16 of this RFQ.
- All required attachments indicating authority which are acceptable to the public entity (to be submitted with both the electronic and hardcopy proposal submissions).

Proposers should notate clearly the name of the Proposer, the number, and the title of the RFQ on the proposal documents, shipment packaging, and any other sealed envelopes contained therein. This information is critical to the Purchasing Division to identify proposals.

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location. Proposals must be received in the physical address of Purchasing Division by deadline.**

Proposers should clearly demonstrate the applicant's qualifications and experiences to perform the **Stormwater Program Management Services** and attend all factors applicable in a professional relationship.

Proposers shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation. These laws and/or ordinances will be deemed to be included in the contract, the same as though herein written in full.

Proposers should include detailed resumes or curricula vitae for the principals performing the services.

The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and is available for vendor self-enrollment.

Copies of the solicitation and related information are available from the City-Parish's Purchasing Division and the state's Procurement and Contract Network website, LaPAC, at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>.

In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. Though not required if receiving solicitation and addenda notices from LaPAC, the City-Parish will email addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

### **3. Receipt of Proposals**

**PROPOSALS MUST BE RECEIVED BY THE CITY-PARISH IN THE PHYSICAL ADDRESS OF THE PURCHASING DIVISION ON OR BEFORE THE SUBMISSION DEADLINE.**

The City-Parish will NOT accept proposals delivered after the deadline.

### **4. Schedule of Events**

<b><i>Item</i></b>	<b><i>Anticipated Schedule</i></b>
<i>RFQ Issued</i>	<i>March 18, 2022</i>
<i>Pre-Proposal Conference (non-mandatory)</i>	<i>Not Applicable</i>
<i>Deadline to Receive Written Inquiries</i>	<i>April 1, 2022 (5:00 PM, local time)</i>
<i>Deadline to Answer Written Inquiries</i>	<i>April 8, 2022</i>
<i>Proposal Submission Deadline</i>	<i>April 14, 2022 (1:00 PM, local time)</i>
<i>Oral Discussions with Proposers (if needed)</i>	<i>to be scheduled if necessary</i>
<i>Notice of Intent to Award</i>	<i>to be scheduled (approx. 2-4 weeks after # 5-6)</i>
<i>Contract Initiation</i>	<i>July 1, 2022</i>

**\*The City-Parish reserves the right to deviate from these dates.**

If the City-Parish identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by professional services agreement. The contract will contain the standard City-Parish provisions shown in “Attachment D” for **Stormwater Program Management Services** and the proposal forms shown in “Attachment B.”

In case a pre-proposal conference is not held, the City-Parish will initiate a Proposer Inquiry period for all interested Proposers to perform a procedural review of the proposal documents.

### **Proposer Inquiry**

The City-Parish will initiate a Proposer Inquiry period for all interested potential proposers to perform a procedural review of the Request for Proposal, submit written inquiries, and receive an official response from the City-Parish. Official responses from the City-Parish to written inquiries submitted by potential proposers, prior to the inquiry deadline, will be supplied via a forthcoming addendum published to LaPAC.

Proposers shall submit ONLY written questions related to the proposal not later than **5:00 PM, on April 1, 2022**, to:

**Kris Goranson**  
**Director**  
**Purchasing Division**  
**P.O. Box 1471**  
**Baton Rouge, LA 70821**  
**Email: [KGORANSON@brla.gov](mailto:KGORANSON@brla.gov)**  
**Fax: (225)-389-4841**

or deliver by hand to the physical location:

**222 Saint Louis Street, Rm. 826**  
**Baton Rouge, LA 70802**

between the hours of 8:00 AM to 5:00 PM, Monday through Friday, unless otherwise provided by a federal holiday, which then may be delivered by hand on the following business day, not later than **5:00 PM on April 1, 2022**.

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location. Proposals must be received in the physical address of the Purchasing Division by deadline.**

## **5. Background**

The Metropolitan Council approved setting up a new Stormwater Division in the Department of Environmental Services (DES) in December 2021. The new division will assist the City of Baton Rouge / Parish of East Baton Rouge (City-Parish or C/P) address the ongoing issues of drainage maintenance, Municipal Separate Storm Sewer System (MS4) permit execution and educating the residents of the C/P of the importance of the water quality of the MS4 for maintaining overall value of the waters of the State. All the current funding for the division is from a grant by the American Rescue Plan Act (ARP).

## **6. Scope of Services**

## 6.1 Scope of Services

The City-Parish Department of Environmental Services (DES) desires to hire a qualified consultant to act as the Program Manager assisting the DES to establish the new Stormwater Division. Generally, the Program Management Consultant will:

- 1) Stormwater Division Initiation and Implementation: Assist DES to develop an implementation plan for the successful operations of the Stormwater Division – MS4 Permit Compliance, Maintenance and Operations Augmentation, Stormwater Engineering and Education;
- 2) MS4 Compliance: Provide staff to augment the C/P for planning, documenting, data gathering, and implementation activities in compliance with the existing MS4 permit issued to the C-P by the Louisiana Department of Environmental Quality (LDEQ) to minimize the discharge of pollutants within its permitted area to the maximum extent practicable (MEP);
- 3) Contract Management: Manage and support the MS4 maintenance contracts;
- 4) Engineering and Capital Projects: Assist the Chief Stormwater Engineer to develop a long-term Capital Improvement Projects program from the Stormwater Master Plan program and plan and implement Drainage Basin Master Plan;
- 5) Public Relations: Work with the Public Relations consultant to ensure the public education and training programs; and
- 6) Finance and Documentation Support: Compile information and work with Finance Department for ARP reports.

The overall goal is to create a sustainable stormwater utility that maintains infrastructure designed to control stormwater flooding and reduce pollutants from entering into waterbodies, and is accepted by the local community.

Expected components of the consultant's work that may be included in any assigned work under this contract are included in Attachment A.

## 6.2 Minimum Qualifications

Proposers must demonstrate that they have the resources and capability to provide the materials and services as described herein. *All proposers must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.*

In order to be eligible for this contract, Proposers shall meet the following criteria:

- 6.2.1 Any proposer wishing to submit a proposal and be considered for this Solicitation will have and must demonstrate successful experience relating to administering and implementing municipal separate storm sewer system (MS4) stormwater programs, including compliance assessment, design, regulatory compliance (MS4), and capital projects, programs for municipal and state governments and communities of similar size to East Baton Rouge Parish and similar to the Scope of Services identified in this RFQ within the past ten (10) years, as well as experience meeting National Pollution Discharge Elimination System (NPDES) Phase I and Phase II requirements for governmental agencies. Ideally proposer will have experience in municipal city services, including managing contractors, building and permitting, code compliance, and inspections. Proposers shall provide this information as required by RFQ Section 16, Item 4 (Company Background and Experience).



- 6.2.2 Proposer shall have ten (10) years' experience with a focus on program management, regulatory compliance, stormwater quality and drainage engineering and design. Proposers shall provide this information as required by RFQ Section 16, Item 4 (Company Background and Experience).
- 6.2.3 Program Manager shall have eight (8) years' experience with a focus on program management and stormwater and drainage engineering and environmental and regulatory compliance. Ideally, the Program Manager should be a Professional Engineer registered in the state of Louisiana. Proposers shall provide this information as required by RFQ Section 16, Item 6 (Proposed Staff Qualifications).

### **6.3 Period of Agreement**

It is the intent that this Contract be a multi-year contract and that the full term of this Contract shall be the time frame set forth in the program schedule developed by Consultant and approved by the City/Parish establishing the duration of the Consultant's services necessary to implement the program.

### **6.4 Location**

The locations of the work are throughout East Baton Rouge Parish. The Program Manager and team should be located in East Baton Rouge Parish, preferably with a staffed office within the city of Baton Rouge limits.

## **7. Evaluation and Selection**

**The following criteria cited herein will be evaluated when reviewing the proposal. The proposal will be evaluated in light of the material and the substantiating evidence presented to City-Parish.**

Each Proposer bears sole responsibility for the items included or not included within the response submitted by the Proposer. The evaluation committee will evaluate responsive RFQ submissions on the following background and experience, technical criteria, and approach; award points up to the maximum points allocated; and provide an assessment.

Each Proposer should address within the proposal how the firm will meet all the requirements of this RFQ, including the minimum requirements in Section 6.2. Proposers will be assessed on the below listed criteria and shall receive an allocation of points (up to the maximum) based upon the following schedule:

#### **Firm's Qualifications and Experience: 20 points**

- Background, qualifications, and experience to perform the services listed, including company's experience as Prime Program Manager on related projects
- Experience working with City-Parish personnel, specifications and standard plans
- List of references in related services

#### **Approach and Methodology: 30 points**

- Program management tasks associated with establishing a Stormwater Utility and the implementation and execution of all of the requirements of the MS4 permit
- Soundness and likelihood of the identified approach and methodology achieving MS4 compliance
- Ability to communicate with City-Parish, team members, other consultants, and stakeholders

- Management methods including quality control, data management, project tracking tools, and schedule/budget controls

**Proposed Staff Qualifications: 35 points with 15 points allocated for Proposed Program Manager**

- Organization plan and chain of command structure
- Program manager experience and qualifications
- Resumes of key personnel

**MBE/SBE/WBE Participation and Past Performance: 15 points**

- Effort to utilize Minority, Small and Women owned businesses
- Past performance on meeting MBE/SBE/WBE goals

The evaluation committee may:

- Conduct reference checks relevant to the solicitation to verify any information and consider any relevant information from such cited references or sources in the evaluation of the proposals;
- Request interviews and presentations with any Proposer to clarify any questions or considerations based on the information contained in the proposal.

## **8. Notice of Intent to Award**

Upon review and approval of the evaluation committee's recommendation for award by the Director of Purchasing and the Metropolitan Council, a *Notice of Intent to Award* letter will be issued to the Proposer. The City-Parish desires to have a contract completed and signed by all parties concerned, on or before the date indicated in the Schedule of Events. If the Proposer fails to submit the Award Contract by the scheduled deadline, through no liability of the City-Parish, the City-Parish may elect to cancel the *Notice of Intent to Award* letter and make the award to the next highest scored Proposer.

The Purchasing Division shall notify all unsuccessful Proposers as to the outcome of the evaluation process, and include, upon request, evaluation factors, points, and a summary. A recommendation report shall be made available to all interested parties after the *Notice of Intent to Award* letter has been issued.

## **9. Contract Negotiations**

If, for any reason, the Proposer whose proposal is most responsive to the City-Parish's needs and other evaluation factors set forth in the RFQ considered, does not agree to the contract, that proposal shall be rejected and the City-Parish may negotiate with the next highest scored Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable, to complete the process.

The RFQ, any addendums, and the proposal of the selected Proposer will become part of any contract initiated by the City-Parish.

**In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFQ.** The Proposer needs to address the specific language in the sample contract "Attachment D" and submit with their proposal any exceptions or exact contract deviations that the firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process, with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds **30 days**, or if the selected Proposer fails to sign the contract within **seven calendar days of delivery of the contract**, the City-Parish may elect to cancel the award and award the contract to the next highest scored Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFQ, will be the most advantageous to the City-Parish, price and other factors considered.

## **10. Ownership**

All proposals and/or documentation submitted therewith are City-Parish's property for all purposes.

Proposers must clearly mark documents or information as "confidential" in order to claim exemption, if any, from public records disclosure and specifically justify the exemption.

### **Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific page(s) and/or section(s) of the proposal that are sought to be restricted:

*"The data contained on page(s) XX and/or section(s) XX of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that, if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City-Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish's right to use or disclose data obtained from any source, including the Proposer, without restrictions."*

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL." If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the City-Parish will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to Purchasing Division personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. The City-Parish shall require said individuals to protect the confidentiality of any specifically identified

proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, clearly mark the cover as – “**Redacted Copy**” – to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

## **11. Legibility / Clarity**

Responses to the requirements of this RFQ in the formats requested are desirable, with all questions answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFQ are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

## **12. Effects**

The City-Parish is not responsible for any cost associated with RFQ development, submission, or presentation, and is not responsible for any costs associated, in any way, with contract negotiation.

### **Changes, Addenda, & Withdrawals**

The City-Parish reserves the right to change the schedule of events or issue addenda to the RFQ at any time. The City-Parish also reserves the right to cancel or reissue the RFQ.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope, marked [**Addenda**] **Stormwater Program Management Services**.

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Purchasing Division.

### **Deliverables**

The deliverables and structure listed in Section 16 are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

### **Acceptance**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response.

The City-Parish reserves the right to reject a proposal if the Proposer’s response is unacceptable, and the Proposer is unwilling to extend the validity of its proposal.

The mandatory RFQ requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **Rejection**

Issuance of this RFQ in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFQ if it is in the best interest of the City-Parish to do so. Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

**Proposals received after the deadline, corrupted files, and incomplete submissions will not be considered.**

### **Order of Precedence**

In the event of an inconsistency between the contract, the RFQ, and/or the Proposer's proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFQ and subsequent addenda (if any), and finally, the Proposer's proposal.

## **13. Required Attachments with Proposal**

In addition to the proposal, Proposers are required to complete and submit the following attachments:

- "Attachment B" Proposal Forms

The successful proposer will be required to submit a certificate of insurance that meets or exceeds the following attachment:

- "Attachment C" Insurance Requirements

## **14. Sample Agreement**

The City-Parish supplies a sample professional services agreement in "Attachment D."

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample agreement.

Proposer shall not submit its own standard contract terms and conditions as a response to this RFQ. Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

**By responding to this RFQ, the Proposer agrees to the City-Parish's required Contract Terms and Conditions as provided in "Attachment D" and therefore waives any future right to contest the required provisions.**

## **15. Taxes**

Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Proposer's cost.

## **16. Proposal Submission Requirements**

It shall be a requirement of the Proposer to demonstrate through its response to this RFQ that the Proposer can effectively meet or exceed the stated requirements listed in this section.

Proposers must respond to each of the requirements, explaining and demonstrating their qualifications. Each response will be evaluated and scored. Supporting documentation and actual examples of currently provided services must be provided within the Proposer's response. Please note that all proposals will be public record, and all personally identifiable information must be redacted from documentation. Scoring will be based on the content, depth, and detail in the response, and the documentation provided in support of responses. Failure to provide supporting documentation or inadequate documentation may result in a reduced or failing score.

### **Submission Documents**

Proposers shall submit one (1) signed hardcopy of the original proposal in a sealed envelope, marked [**Original**] **Stormwater Program Management Services**. Additionally, proposers should submit five (5) additional hardcopies of the signed proposal in a sealed envelope, marked [**Copy**] **Stormwater Program Management Services**, one (1) digitally signed proposal on CD/DVD/USB drive in PDF format, marked **Stormwater Program Management Services**, and one (1) redacted copy of the proposal, if applicable.

To achieve a uniform review process and obtain the maximum degree of comparability, the City-Parish requires that the proposals be organized in the manner specified below.

The proposal shall include all of the following:

- 1) **Title Page**  
RFQ number, RFQ name, the name of the firm, address, telephone number(s), facsimile machine number(s), name of contact person, and date.
- 2) **Table of Contents**  
Clearly identify the materials by section, page number, and/or tabs.
- 3) **Letter of Transmittal** (Limited to 5 pages)  
Containing a summary of Proposer's ability to perform the services describe in the RFQ and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law.

States your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, and email address of each person authorized to sign as the Proposer, their telephone number(s), and facsimile number(s).

The person signing the proposal must be a current corporate officer, partnership member, or other individual authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State and has authority to sign in the capacity as a Proposer to bind the company (as reflected by a corporate resolution, certificate, affidavit, or any other documents that would trace back to authority to bind a company) in accordance with Louisiana law.

4) **Company Background and Experience** (Limited to 15 pages)

This section should provide information on the Proposer's background, qualifications, and experience to perform the services listed. Include the strengths that uniquely qualify the Proposer to serve as the Stormwater Program Manager. Demonstrated experience working on prior City-Parish projects is preferred.

Address Minimum Qualifications Response to RFQ: Section 6.2.1 and Section 6.2.2. In addition, the Proposer must include a minimum of five (5) separate and verifiable projects and respective clients that are similar in nature, scope, and size to that which is the subject of this RFQ. Confidential clients shall not be included. The City-Parish may verify past performance by contacting the client references provided. Information on each client shall be provided in the following format:

- Project/event title
- Location of project
- Client name, title, telephone number, and email
- Performance period
- Brief description of project

5) **Approach and Methodology** (Limited to 20 pages)

The Proposer shall describe in detail its overall approach that will be used by its Project Team to perform the scope of services described herein for the develop of the project for the City-Parish. This approach shall include, but not be limited to, the following:

- Demonstrated understanding of the project.
- Program management tasks associated with establishing a new Stormwater Utility and the implementation and execution of all of the requirements of the MS4 permit.
- Scope of work and deliverables.
- Coordination and communication between the City-Parish staff and the Program Management Team to establish the Stormwater Utility.
- Quality assurance to ensure the performance of the contract deliverables within the required schedule and budget.

6) **Proposed Staff Qualifications** (Limited to 10 pages, excluding resumes [limited to 2-pages per resume])

Provide an organizational chart or staffing plan showing the “chain of command” of the proposed project team, including individuals responsible for pertinent disciplines, as proposed on the Proposer’s team. Identify major functions to be performed and their reporting relationships in managing the Program.

Address Minimum Qualifications Response to RFQ: Section 6.2.3. Provide credentials of the project team. The Program Manager should be a Professional Engineer registered in the state of Louisiana. Describe how these individuals have worked on similar programs and will contribute to the program success. Provide subconsultants with significant engagement (>15%), qualifications, and their areas of work. Identify those that are socially and economically disadvantaged business enterprises.

At the end of the proposal, provide the resumes for the specific individual(s) to be assigned to this engagement and the specific area(s) of responsibility they will be assigned. Include professional licenses, technical certifications, years of experience, and related project experience.

7) **MBE/SBE/WBE Participation and Past Performance** (Limited to 3 pages)

Proposal provides effort to contract MBE/SBE/WBE owned businesses. Include Proposer's past performance on meeting MBE/SBE/WBE goals. Include Proposer's technical assistance and supportive services designed to increase participation and build capacity in the MBE/SBE/WBE community.

8) **Required Forms**

All required proposal forms found in Attachment B shall be submitted, including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive.

### **17. Potential Period of Agreement**

As reflected in the *Scope of Work*, this contract shall commence upon the issuance of a Notice to Proceed by the Department of Environmental Services Director. It is the intent that this Contract be a multi-year contract and that the full term of this Contract shall be the time frame set forth in the program schedule developed by the Consultant and approved by the City/Parish establishing the duration of the Consultant's services necessary to implement the program.

### **18. Claims or Controversies**

Any Proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. Protests with regard to the specification documents will not be considered after proposals are opened and must be received at least two (2) days prior to the due date and time RFQ responses are due. Protests associated with contract award must be received within seven (7) days from the issuance of the notice of intent to award.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests may be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the Proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

### **19. Debriefing**

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or e-mail to [purchasinginfo@brla.gov](mailto:purchasinginfo@brla.gov) to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of their submitted proposal. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.



## **20. Errors and Omissions in Proposal**

The City-Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City-Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the City-Parish or the Proposer.

The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

## **21. Waiver of Administrative Informalities**

The City-Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

## **22. Minimum Scope of Insurance**

The successful Proposer shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFQ (see "Attachment C").

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City-Parish prior to contract execution. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

## **23. Corporation Requirements**

If the Proposer is a corporation and not incorporated under the laws of the State of Louisiana, the Proposer shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana, prior to the execution of the contract.

Upon the award of the contract, if the Proposer is a for-profit corporation whose stock is not publicly traded, the Proposer shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in the City of Baton Rouge, Parish of East Baton Rouge, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

## **24. Proposer Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City-Parish shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

## **25. Use of Sub-contractors**

Each Proposer shall serve as the single prime Proposer for all work performed pursuant to its contract. That prime Proposer shall be responsible for all deliverables referenced in this RFQ. This general requirement

notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFQ, which identifies subcontract(s) with others, provided that the prime Proposer acknowledges total responsibility for the entire contract.

Information required of the Prime Proposer under the terms of the RFQ, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Proposer shall assume total responsibility for compliance.

## **26. Civil Rights Compliance**

The Proposer agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices and will render services under this Agreement or any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Proposer, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

## **27. Governing Law**

All activities associated with this RFQ process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to, L.R.S. 38-2211-2296; section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFQ.

## **28. Audit of Records**

The City-Parish, designated person representing the City-Parish, or other lawful entity shall have the option to audit all accounts and records, physical, digital, or otherwise, directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable local, state, or federal law. Records shall be made available during normal business hours for this purpose.

The Proposer shall maintain all records in relation to this contract for a period of at least five (5) years after final close-out of the contract.

## **29. Liability & Risk Management**

### **Insurance**

The successful Proposer shall secure and maintain at its expense such insurance that will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage, which may arise from the performance of services under this Agreement, as referenced in "Attachment C." All certificates of insurance shall be furnished to the City-Parish and shall provide that such insurance shall not be cancelled without prior notice given to the City-Parish, in writing. Notices will name Proposer, and identify the Metropolitan Council Resolution approving the terms of this Agreement.

The City-Parish may examine the policies at any time and without notice.

All policies and certificates of insurance acquired pursuant to this contract shall contain the clauses following:

- Proposer's insurers will have no right of recovery or subrogation against the City-Parish.
- The City-Parish shall be named as additional insureds as regards to general liability and automobile liability with respect to negligence by Proposer.
- The insurance company(ies) issuing the policy or policies shall have no recourse against the City-Parish for payment of any premiums or for assessments under any form of policy.
- Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of Proposer.

Prior to the execution of this Agreement Proposer shall provide at its own expense, proof of the following insurance coverage required by the contract to the City-Parish by insurance companies authorized to do

business in the State of Louisiana. Insurance is to be placed with insurers with an AM Best Rating of no less than A:VI.

1. In the event Proposer hires workers within the State of Louisiana, it shall procure and maintain Commercial General Liability insurance with a Combined Single Limit of *at least* One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.
2. Business Automobile Liability insurance with Combined Single Limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage.

All policies of insurance shall meet the requirements of the City-Parish prior to the commencing of any work. The City-Parish has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall fail to meet the requirements as set forth herein or if any of the companies issuing Proposer's policies hereunder fails to meet or maintain an AM Best Rating of no less than A:VI, Proposer shall promptly obtain a new policy, submit the same to the City-Parish for approval and submit a certificate thereof as provided above.

Upon failure of Proposer to deliver and maintain such insurance as above provided, the contract, at the election of the City-Parish, may be forthwith declared suspended, discontinued or terminated. Failure of Proposer to take out and/or to maintain insurance shall not relieve Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of Proposer concerning indemnification.

### **Indemnification**

Proposer shall indemnify, defend and hold harmless City-Parish from and against any and all claims against City-Parish arising out of Proposer's performance of its obligations hereunder. This provision, however, shall not be considered and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against City-Parish by an employee of company or any other person in any way whatsoever. Further, the Proposer will look to its own insurance for recovery of any or the foregoing losses and shall waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including Proposer's respective insurers. This release and waiver remains effective despite either party's failure to obtain insurance.

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected forward. The City-Parish reserves the right to enter into an agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance City-Parish understanding of any or all of the proposals submitted. Neither negotiations, nor changes to vendor proposals, will be allowed during these discussions. Proposals may be accepted without such discussions.

### **31. Payment for Services**

The Proposer shall be entitled to payment in accordance with the provisions of this paragraph. Proposer shall invoice the City-Parish on a monthly basis. The contract will be issued with a maximum (not to exceed) total contract price. Payments will be made by the City-Parish within approximately thirty (30) days after receipt and approval of a properly executed invoice, and approval by the department.

### **32. Termination**

#### **Termination for Cause**

The City-Parish may terminate this contract for cause based upon the failure of the Proposer to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the Proposer written notice specifying the Proposer's failure. If within thirty (30) days after receipt of such notice, the Proposer shall not have either corrected such failure or, in the case of failure which cannot be corrected within thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Proposer in default and the Agreement shall terminate on the date specified in such notice.

The Proposer may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the Proposer shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

#### **Termination for Lack of Appropriated Funds**

Should the RFQ result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFQ contract services are funded by grant funds, the City-Parish shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

#### **Termination for Convenience**

The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Proposer of such termination or negotiating with the Proposer an effective date.

The Proposer shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **33. Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish. Neither the City-Parish nor the Purchasing Division obligates itself to contract for or accept more than the actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

Proposals should include the names and qualifications of the individuals that will be assigned to this project. Substitution of personnel shall be approved by the City-Parish.

### **34. Funds Use**

Proposer agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### **35. Proposer's Certification of No Suspension or Debarment**

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any sub-contractors, or principals are not suspended or debarred by the General Services Administration (GSA).

Proposer has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

A list of parties who have been suspended or debarred can be viewed on the internet at [www.sam.gov](http://www.sam.gov).

### **36. Independent Proposer**

No relationship of employer and employee is created by this Agreement; it being understood and agreed that Proposer is an independent Proposer. Proposer is not the agent or employee of the City-Parish in any capacity whatsoever, and City-Parish shall not be liable for any acts or omissions by Proposer nor for any obligations or liabilities incurred by Proposer.

Proposer shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

### **37. Conflict of Interest / Confidentiality**

The Proposer covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Proposer represents to and agrees with City-Parish that Proposer has no present, and will have no future, conflict of interest between providing the City-Parish's services hereunder and any other person or entity which has any interest adverse or potentially adverse to City-Parish, as determined in the reasonable judgment of the City-Parish.

The Proposer agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for City-Parish will be kept confidential and not be disclosed to any other person. The Proposer agrees to immediately notify City-Parish by notices, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five years after termination of services to City-Parish hereunder.

### **38. Use of City-Parish's Property**

Proposer shall not use City-Parish's property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

### **39. Waiver**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

### **40. Force Majeure**

The Proposer or City-Parish shall be excused from performance under the contract for any period that the Proposer or City-Parish is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Proposer or City-Parish has prudently and promptly acted to take any and all corrective steps that are within the Proposer's or City-Parish's control to ensure that the Proposer or City-Parish can promptly perform and to minimize the effect of such events upon performance of their respective duties under the contract.

### **41. Federal Clauses**

The federal clauses in Attachment E are a requirement of the funding through the American Recovery Plan Act of 2021. The successful proposer will be required to acknowledge the requirement for compliance with these federal clauses by signing the document as part of the contract process.



## **ATTACHMENT A SCOPE OF SERVICES**

CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE

The Metropolitan Council approved setting up a new Stormwater Division in the Department of Environmental Services (DES) in December 2021. The new division will assist the City of Baton Rouge / Parish of East Baton Rouge (City-Parish or C/P) address the ongoing issues of drainage maintenance, Municipal Separate Storm Sewer System (MS4) permit execution and educating the residents of the C/P of the importance of the water quality of the MS4 for maintaining overall value of the waters of the State. All the current funding for the division is from a grant by the American Rescue Plan Act (ARP).

DES desires to hire a qualified consultant to act as the Program Manager assisting the DES to establish the new Stormwater Division. Generally, the Program Management Consultant will support:

- 1) Stormwater Division Initiation and Implementation: Assist DES to develop an implementation plan for the successful operations of the Stormwater Division – MS4 Permit Compliance, Maintenance and Operations Augmentation, Stormwater Engineering and Education;
- 2) MS4 Compliance: Provide staff to augment the C/P for planning, documenting, data gathering, and implementation activities in compliance with the existing MS4 permit issued to the C-P by the Louisiana Department of Environmental Quality (LDEQ) to minimize the discharge of pollutants within its permitted area to the maximum extent practicable (MEP);
- 3) Contract Management: Manage and support the Stormwater Division contracts;
- 4) Engineering and Capital Projects: Assist the Chief Stormwater Engineer to develop a long-term Capital Improvement Projects program from the Stormwater Master Plan program and plan and implement Drainage Basin Master Plan;
- 5) Public Relations: Work with the Public Relations consultant to ensure the public education and training programs; and
- 6) Finance and Documentation Support: Compile information and work with Finance Department for ARP reports.

Expected components of the consultant's work may include, but are not necessarily limited to, the following:

1. Stormwater Division Initiation and Implementation
  - a. Program and Project Management
    - i. Defining vision, goals, and objectives of SW Division
    - ii. Startup activities
    - iii. Stormwater Utility support
2. MS4 Compliance
  - a. Permit Compliance Planning Assistance
    - i. Flow chart for permit requirements
    - ii. Enforcement and reporting processes
  - b. Permit Compliance – Staff Augmentation
    - i. SWMP monitoring
    - ii. MCM data analytics
    - iii. Reporting

3. Contract Management
  - a. Drainage Operations
    - i. Contractor WO management
    - ii. Management of inspection firms
    - iii. Reports for ARP
4. Engineering and Capital Projects
  - a. Work with SW Master Plan project
  - b. CIP development and budgeting
5. Public Relations
  - a. Education and Training
    - i. Develop communication and public engagement strategy
    - ii. Public outreach
    - iii. Engineer/contractor/developer education/training
    - iv. BR employee training
6. Finance and Documentation Support
  - a. Integration with billing systems





**ATTACHMENT B**  
**PROPOSAL FORMS**  
CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE

Sealed proposals will be received by the City of Baton Rouge, Parish of East Baton Rouge until **April 14, 2022, at 1:00 P.M.**, local time, at the following location:

City Hall Building  
Division of Purchasing  
222 St. Louis Street, Room #826  
Baton Rouge, LA 70802

PROPOSAL OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance, and labor to perform all services required for the following project:

**Stormwater Program Management Services**

As set forth in the following Contract Documents:

- (1) Notice to Proposers
- (2) The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, & Attachments)
- (3) Proposal Forms with Attachments
- (4) Agreement
- (5) The following enumerated addenda: \_\_\_\_\_ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association, or corporation; that the undersigned has carefully examined this Request for Proposal, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments. The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be July 1, 2022, and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

**\*THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.**

## **PROPOSER'S ORGANIZATION**

PROPOSER IS:

### **AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

### **A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

### **A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

### **A CORPORATION**

**\*IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.**

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.**

## **CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and domiciled in \_\_\_\_\_, was held this \_\_\_\_ day of \_\_\_\_\_, 2022, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded, and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, Parish of East Baton Rouge, Louisiana.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_, domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_ day of \_\_\_\_\_, 2022, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Secretary

**AFFIDAVIT**

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared

\_\_\_\_\_

who, being duly sworn did depose and say:

That he is a duly authorized representative of \_\_\_\_\_ receiving value for services rendered in connection with a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

\_\_\_\_\_  
Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this \_\_\_\_\_ day of April, 2022  
Baton Rouge, Louisiana.

\_\_\_\_\_  
NOTARY PUBLIC

day of \_\_\_\_\_



**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**  
CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE

**PROPOSER'S AND SUB-CONTRACTOR'S INSURANCE:** The successful Proposer and any sub-contractor shall carry and maintain, at Proposer's expense at least the minimum insurance as specified below throughout the duration of this contract until completion and acceptance of the work covered by this contract. Proposer shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Proposer is responsible for assuring that its sub-contractors meet these insurance requirements.

- |    |   |                                      |                            |
|----|---|--------------------------------------|----------------------------|
| A. | Commercial General Liability  | General Aggregate<br>Each Occurrence | \$2,000,000<br>\$1,000,000 |
| B. | Business Auto Policy<br>Any Auto; or Owned, Non-Owned, & Hired:   | Combined Single Limit                | \$1,000,000                |
| C. | Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage. |                                      |                            |

The City of Baton Rouge, Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Proposer.

Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

**The Certificate Holder should be shown as:**

City of Baton Rouge, Parish of East Baton Rouge  
Attn: Purchasing Division  
P.O. Box 1471  
Baton Rouge, LA 70821

**NOTE TO PROPOSERS:**

- (1) **The successful Proposer shall be required to submit evidence of these Insurance Requirements prior to contract initiation.**
- (2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**



**ATTACHMENT D**  
**SAMPLE CONTRACT**  
**Stormwater Program Management Services**  
CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE

This Agreement entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **City of Baton Rouge and Parish of East Baton Rouge**, hereinafter referred to as “City-Parish” on behalf of the Department of Environmental Services, and **Successful Proposer**, hereinafter referred to as “Service Provider”.

Parties acknowledge that the initial annual term of this contract is federally funded through the American Recovery Plan Act of 2021.

**Article I: Term**

This contract shall commence upon the issuance of a Notice to Proceed by the Department. It is the intent that this Contract be a multi-year contract and that the full term of this Contract shall be the time frame set forth in the program schedule developed by Consultant and approved by the City/Parish establishing the duration of the Consultant’s services necessary to implement the program.

**Article II: Scope of Services**

The City-Parish hereby engages the services of Service Provider, with said services to be rendered to the Department of Environmental Services herein referred to as the “Department” as defined per Attachment “A”, attached and made a part of this agreement as authorized by Metropolitan Council resolution ##### dated March ##, 2022.

**Article III: Status of Service Provider**

Service Provider is serving as an independent contractor in providing the necessary services and neither the City-Parish nor any of its agents nor assigns shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Agreement shall not be construed as an employment contract and neither Service Provider nor any employees, agents or subcontractors of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City-Parish and the Service Provider’s representative by signature hereto expressly waives and relinquishes any such rights.

**Article IV: Conflict of Interest and Louisiana Code of Ethics**

In accordance with Louisiana law (La. Rev. Stat. Title 42, Chapter 15), all vendors and service providers to the City-Parish are required to adhere to the ethics standards for public employees (public employee defined at <https://www.legis.la.gov/legis/Law.aspx?d=99214>). As such, third party vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City-Parish. In addition, third party vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract, to include any additional amendments and/or extensions or renewals. Care must be exercised to avoid impropriety.

The Louisiana Board of Ethics is the **only** entity which can officially rule on ethics issues. A link to the Guide for Governmental Ethics can be found at: <http://ethics.la.gov/Pub/Laws/ethsum.pdf>. The Louisiana Board of Ethics website is <http://ethics.la.gov/>.

#### **Article V: Insurance**

Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than \$1,000,000. A certificate of insurance evidencing the required coverage as noted in Attachment “#” shall be provided prior to final execution of the contract and commencement of work.

#### **Article VI: Indemnification**

Service Provider shall indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to punitive and/or exemplary damages connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish, its officials, employees or agents, by any party which arises from or allegedly arising from the performing its obligations under this agreement.

Service Provider, its agents, employees and insurer(s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider’s operation under this Agreement.

#### **Article VII: Cybersecurity Prerequisites**

Service Provider, including all principals and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City-Parish proof of said completion prior to being granted access to said assets.

#### **Article VIII: Compensation**

The City-Parish shall pay and Service Provider agrees to accept the unit prices in Attachment B as full compensation for the professional services to be performed under this contract. The contract amounts shall not exceed the annual budgeted amount.

This compensation shall be payable within thirty (30) days after submission and approval of monthly invoices in the Department invoice portal with appropriate documentation.

#### **Article IX: Inspection of Books and Records**

The Service Provider shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Service Provider relating to performance under this Agreement for the purpose of audit, examination, excerpts, and transcriptions.

#### **Article X: Record Retention**

The Service Provider must retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant award for at least 3 years.



#### **Article XI: Complete Agreement**

This is the complete agreement between the parties and supersedes all prior discussions and negotiations. Neither party shall rely on any statement or representations made by the other party not embodied in this agreement. This agreement shall become effective upon final signature by all parties.

#### **Article XII: Contract Modifications**

No amendment or change to the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required by law. In the event of an inconsistency between this Professional Service Agreement and any Attachments or Exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Professional Service Agreement.

#### **Article XIII: Termination for Convenience**

The City-Parish may terminate this agreement at any time by giving thirty (30) days written notice to consultant of such termination or negotiating with the contractor an effective date. In the event of early termination of this Agreement, City-Parish shall pay all costs accrued by Service Provider as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts. Service Provider shall deliver all completed deliverables to the City-Parish granting party at the time of termination.

#### **Article XIV: Termination for Cause**

The City-Parish may terminate this agreement for caused based upon the failure of the Service Provider to comply with the terms and/or conditions of the agreement provided that written notice specifying the failure shall be given. Service Provider shall have thirty (30) days to correct such failure or, begin a good faith effort to correct the failure and thereafter proceed diligently to complete such correction. If such efforts are not made as defined herein, the City-Parish, may at its option, place the Service Provider in default and the agreement shall terminate on the date specified in such notice.

The Service Provider may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of the agreement, provided that the Service Provider shall give the City-Parish written notice specifying the City-Parish's failure and a reasonable opportunity for the City-Parish to correct the failure. Should the Service Provider be determined to be in "default" under the terms, conditions and deliverables outlined in this contract, then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product shall be considered the property of the City-Parish and returned to the City-Parish.

#### **Article XV: Termination for Lack of Grant Funding**

The continuation of this contract for the two initial terms is contingent on the federal funding provided by the American Recovery Plan Act of 2021. Should said funding cease, this agreement shall terminate immediately.

#### **Article XVI: Assignment and Subcontracting**

This agreement is not assignable by the Service Provider without the City-Parish's written consent, which it may withhold at its sole discretion, and any unapproved assignment will be invalid and ineffective. The Service Provider may not subcontract any of its responsibilities under this Agreement to another person without the City-Parish's prior approval.

### **Article XVII: Governing Law and Venue**

This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District court, parish of East Baton Rouge, State of Louisiana.

### **Article XVIII: Federal Clauses**

The Service Provider, as part of this agreement, is receiving funding under a Federal award. The Service Provider shall comply with all applicable contract provisions as prescribed in Appendix II to Part 200 of the Code of Federal Regulations. Said provisions are provided in Attachment E, which is hereby made part of this agreement. All Service Providers receiving Federal funds through the City-Parish, as a non-Federal entity, shall sign Attachment E indicating their understanding and agreement to the applicable Federal contract provisions.

In witness whereof, the parties hereto have executed this Agreement effective as of the date first written above.

**WITNESSES**

*City of Baton Rouge and Parish of East Baton Rouge*

\_\_\_\_\_

By: \_\_\_\_\_  
**Sharon Weston Broome**  
**Mayor-President**

Date: \_\_\_\_\_

*Successful Proposer*

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved:**

**Approved:**

\_\_\_\_\_  
**Richard Speer, PE**  
**Environmental Services Director**

\_\_\_\_\_  
**Kelvin J. Hill, Assistant CAO**  
**Office of the Mayor-President**

**Approved as to form:**

\_\_\_\_\_  
**Office of the Parish Attorney**



## ATTACHMENT E

### COMPLIANCE WITH THE CODE OF FEDERAL REGULATIONS (2 C.F.R. § Pt. 200, App. II)

#### **Definitions:**

**non-Federal entity**- means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**federally assisted construction contract** – any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government

**funding agreement** – agreement entered into between any Federal agency and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government.

**The Contractor/Vendor/Sub-Recipient receiving funding under a Federal award, shall comply with all applicable contract provisions as prescribed in Appendix II to Part 200.**

---

All contracts for more than the simplified acquisition threshold, which is inflation adjusted and determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address **administrative, contractual, or legal remedies** in instances where **contractors violate or breach contract terms**, and provide for such **sanctions** and **penalties** as appropriate. As of 10/8/2021 the simplified acquisition threshold is **\$150,000.00**.

All contracts in excess of **\$10,000.00** must address **termination for cause** and for **convenience** by the non-Federal entity.

If a Federal award meets the definition of a “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401.

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not

applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **DAVIS-BACON ACT**

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "AntiKickback" Act (40 U.S.C. 276a-276a-5•, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

#### **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **CLEAN AIR ACT**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the non-federal entity and understands and agrees that the non-federal entity will, in turn, report each violation as required.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance through this contract.

#### **CLEAN WATER ACT / FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the

use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- (2) If this contract is funded by **FEMA** dollars, the Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the **FEMA**, and the appropriate Environmental Protection Agency Regional Office.
- (3) If this contract is funded by **FEMA** dollars, the Contractor agrees to include these requirements in each subcontract exceeding **\$150,000** financed in whole or in part with Federal assistance provided by FEMA.

### **DEBARMENT & SUSPENSION**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Baton Rouge / Parish of East Baton Rouge. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Baton Rouge / Parish of East Baton Rouge, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Contractor shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

### **BYRD ANTI-LOBBYING ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### **PROCUREMENT OF RECOVERED MATERIALS**



A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE  
SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)**

Specifically,

- a) recipients and subrecipients are prohibited from using grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- c) See *Public Law 115-232*, section 889 for additional information.
- d) See also § 200.471.

**DOMESTIC PREFERENCES FOR PROCUREMENT**  
(2 C.F.R. § 200.322)

- a) As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b) For purposes of this section:
  - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**IN WITNESS WHEREOF**, the **Contractor** understands and agrees to the above Federal award provisions.

***CONTRACTOR***

\_\_\_\_\_ **BY:** \_\_\_\_\_  
(*Authorized Signature, printed name*)

**Date:** \_\_\_\_\_